

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MATSON ENTERPRISES, INC. dba
GLOBAL TRANZ PARTS,

Plaintiff,

vs.

INTEROCEAN TRADE &
TRANSPORTATION, INC.; YM
PROSPERITY,

Defendants.

IN ADMIRALTY

NO.

COMPLAINT

I.

This is an admiralty or maritime claim within the meaning of Rule 9(h), Federal Rules of Civil Procedure, and is within the jurisdiction of this Court pursuant to the general maritime law and 28 U.S.C. §1333.

II.

At and during all the times hereinafter mentioned, plaintiff had and now has the status and places of business stated in Schedule A hereto annexed and by this reference made a part

COMPLAINT - 1

1 hereof. Plaintiff is the shipper, exporter, notify party, ultimate consignee, importer and/or
2 underwriter of the cargo described herein as set forth in Schedule A, and is bringing this action
3 on behalf of and in a representative capacity for any of those interests not named as plaintiff in
4 the complaint.

5 III.

6 At and during all the times hereafter mentioned, the defendants had and now have the
7 status and places of business stated in Schedule A. Defendant ocean carrier was and now is
8 engaged in business as a common carrier of merchandise by water for hire, and owned,
9 operated, managed, chartered and/or controlled the defendant vessel. Defendant ocean carrier
10 maintains an office and place of business within this district and within the jurisdiction of this
11 court at the address stated in Schedule A.

12 IV.

13 Defendant vessel is a general ship engaged in the common carriage of goods by water
14 between the ports set forth on Schedule A. The defendant vessel is now or will be during the
15 pendency of process hereunder within this district and within the jurisdiction of this court.

16 V.

17 On or about the date and at the port of shipment stated in Schedule A, there was
18 delivered to the defendants in good condition the shipment described in Schedule A, which
19 defendants received, accepted and agreed to transport for certain consideration to the port of
20 destination stated in Schedule A.

21 VI.

22 Thereafter, the subject shipment did not arrive at the port of destination and it is
23 claimed by defendants to have washed overboard.

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25 COMPLAINT - 2

VII.

Plaintiff has performed all duties and obligations on its part to be performed.

VIII.

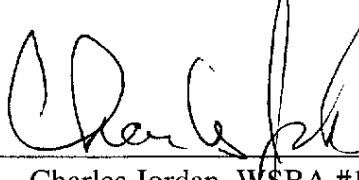
Plaintiff suffered damages as set forth on Schedule A, no part of which has been paid.

WHEREFORE, plaintiff prays:

1. That process in due form of law according to the practice of this court issue against defendants;
2. That judgment be entered in favor of plaintiff against defendants in the amount set forth on Schedule A together with interest and costs;
3. That process in due form of law according to the practice of this court, in maritime causes, issue against the defendant vessel, her engines, tackle, furniture and apparel, and that all persons having an interest in said vessel be cited to appear in answer to this Complaint and that the vessel be sold to pay the damages sustained by plaintiffs, together with interest and costs; and,
4. That plaintiff be awarded such other, further and different relief as this court may deem just and proper.

DATED this 5 day of November, 2009.

DANIELSON HARRIGAN LEYH & TOLLEFSON LLP

By 
Charles Jordan, WSBA #19206
Attorneys for Plaintiff

SCHEDULE A

Plaintiff's Status and Place of Business:

Global Tranz Parts - Consignee
3923 - 88th Street, Suite "Q"
Marysville, WA 98270

Defendant Ocean Carrier's Status and Place of Business:

Interocean Trade & Transportation, Inc.
900 S.W. 16th Street, Suite 330
Renton, WA 98057

Name of Defendant Vessel(s):

YM PROSPERITY

Number(s) and Date(s) of Bill(s) of Lading:

ITT813463
December 5, 2008

Port of Shipment and Date of Loading:

Kaohsiung, Taiwan
December 5, 2008

Port of Destination and Date of Arrival:

Seattle, Washington

Shipper:

Tsang Yow Industrial Company Ltd.
No. 18 Chung Shan Rd.
Min-Hsiung Industrial Park
Chiayi County, Taiwan, R.O.C.

1 Description of Shipment:

2 Automotive Transmission Parts

3 Nature of Loss and/or Damage:

4 Container overboard

5 Amount of Loss:

6 \$28,759.00

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COMPLAINT - 5